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14 *EAGLE INDUSTRIAL GROUP, INC.*

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

EAGLE INDUSTRIAL GROUP, INC., a
California corporation,

Plaintiff,

vs.

KNAPE & VOGT MANUFACTURING
COMPANY, a Michigan corporation,

Defendant.

KNAPE & VOGT MANUFACTURING
COMPANY, a Michigan corporation,

Counterclaim Plaintiff,

vs.

EAGLE INDUSTRIAL GROUP, INC., a
California corporation,

Counterclaim Defendant

Case No. **SACV14-00261 DOC (PJWx)**

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve
 3 production of confidential, proprietary, or private information for which special
 4 protection from public disclosure and from use for any purpose other than
 5 prosecuting this litigation may be warranted. Accordingly, the parties hereby
 6 stipulate to and petition the Court to enter the following Stipulated Protective Order
 7 (the “Order”). The Parties acknowledge that this Order does not confer blanket
 8 protections on all disclosures or responses to discovery and that the protection it
 9 affords from public disclosure and use extends only to the limited information or
 10 items that are entitled to confidential treatment under the applicable legal principles.

11 The parties further acknowledge, as set forth in Section 14, below, that this
 12 Order does not entitle them to file confidential information under seal and that this
 13 Order does not govern the use of any document or thing at trial.

14 **2. DEFINITIONS**

15 2.1 Challenging Party: a Party or Non-Party that challenges the designation
 16 of information or items under this Order.

17 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
 18 how it is generated, stored or maintained) or things that the Designating Party in
 19 good faith believes: (i) will, if disclosed, create a substantial risk of competitive
 20 harm, or (ii) to contain personal or consumer information, including such types of
 21 information as are protected by the California constitutional right of privacy.

22 2.3 Counsel (without qualifier): Outside Counsel of Record and House
 23 Counsel (as well as their support staff).

24 2.4 Designating Party: a Party or Non-Party that designates information or
 25 items that it produces in disclosures or in responses to discovery as
 26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 27 ONLY”.

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1 2.5 Disclosure or Discovery Material: all items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced or
4 generated in disclosures or responses to discovery in this matter.

5 2.6 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
7 as an expert witness or as a consultant in this action, (2) is not a past or current
8 employee of a Party or of a Party's competitor, and (3) at the time of retention, is
9 not anticipated to become an employee of a Party or of a Party's competitor.

10 2.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
11 Information or Items: extremely sensitive "Confidential Information or Items,"
12 disclosure of which to another Party or Non-Party would create a substantial risk of
13 serious harm that could not be avoided by less restrictive means.

14 2.8 House Counsel: attorneys who are employees of a party to this action.
15 House Counsel does not include Outside Counsel of Record or any other outside
16 counsel.

17 2.9 Non-Party: any natural person, partnership, corporation, association, or
18 other legal entity not named as a Party to this action.

19 2.10 Outside Counsel of Record: attorneys who are not employees of a party
20 to this action but are retained to represent or advise a party to this action and have
21 appeared in this action on behalf of that party or are affiliated with a law firm which
22 has appeared on behalf of that party.

23 2.11 Party: any party to this action, including all of its officers, directors,
24 employees, consultants, retained experts, and Outside Counsel of Record (and their
25 support staffs).

26 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this action.

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1 2.13 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.14 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY.”

8 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
9 from a Producing Party.

10 **3. SCOPE**

11 The protections conferred by this Order cover not only Protected Material (as
12 defined above), but also (1) any information copied or extracted from Protected
13 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
14 and (3) any testimony, conversations, or presentations by Parties or their Counsel
15 that might reveal Protected Material.

16 However, the protections conferred by this Stipulation and Order do not cover
17 the following information: (a) any information that is in the public domain at the
18 time of disclosure to a Receiving Party or becomes part of the public domain after
19 its disclosure to a Receiving Party as a result of publication not involving a violation
20 of this Order, including becoming part of the public record through trial or
21 otherwise; and (b) any information known to the Receiving Party prior to the
22 disclosure or obtained by the Receiving Party after the disclosure from a source who
23 obtained the information lawfully and under no obligation of confidentiality to the
24 Designating Party.

25 **4. DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
2 or without prejudice; and (2) final judgment herein after the completion and
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
4 including the time limits for filing any motions or applications for extension of time
5 pursuant to applicable law.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection under
9 this Order must take care to limit any such designation to specific material that
10 qualifies under the appropriate standards. To the extent it is practical to do so, the
11 Designating Party must designate for protection only those parts of material,
12 documents, items, or oral or written communications that qualify – so that other
13 portions of the material, documents, items, or communications for which protection
14 is not warranted are not swept unjustifiably within the ambit of this Order.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations
16 that are shown to be clearly unjustified or that have been made for an improper
17 purpose (e.g., to unnecessarily encumber or retard the case development process or
18 to impose unnecessary expenses and burdens on other parties) may expose the
19 Designating Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that it
21 designated for protection do not qualify for protection at all or do not qualify for the
22 level of protection initially asserted, that Designating Party must promptly notify all
23 other parties that it is withdrawing the mistaken designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in
25 this Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
27 under this Order must be clearly so designated before the material is disclosed or
28 produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that
6 contains protected material. If only a portion or portions of the material on a page
7 qualifies for protection, the Producing Party also must clearly identify the protected
8 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
9 for each portion, the level of protection being asserted.

10 A Party or Non-Party that makes original documents or materials available for
11 inspection need not designate them for protection until after the inspecting Party has
12 indicated which material it would like copied and produced. During the inspection
13 and before the designation, all of the material made available for inspection shall be
14 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
15 inspecting Party has identified the documents it wants copied and produced, the
16 Producing Party must determine which documents, or portions thereof, qualify for
17 protection under this Order. Then, before producing the specified documents, the
18 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
19 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that
20 contains Protected Material. If only a portion or portions of the material on a page
21 qualifies for protection, the Producing Party also must clearly identify the protected
22 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
23 for each portion, the level of protection being asserted.

24 (b) for testimony given in deposition or in other pretrial or trial
25 proceedings, that the Designating Party identify on the record, before the close of
26 the deposition, hearing, or other proceeding, all protected testimony and specify the
27 level of protection being asserted. When it is impractical to identify separately each
28 portion of testimony that is entitled to protection and it appears that substantial

1 portions of the testimony may qualify for protection, the Designating Party may
2 invoke on the record (before the deposition, hearing, or other proceeding is
3 concluded) a right to have up to 21 days to identify the specific portions of the
4 testimony as to which protection is sought and to specify the level of protection
5 being asserted. Only those portions of the testimony that are appropriately
6 designated for protection within the 21 days shall be covered by the provisions of
7 this Stipulated Protective Order. Alternatively, a Designating Party may specify, at
8 the deposition or up to 21 days afterwards if that period is properly invoked, that the
9 entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

11 Parties shall give the other parties notice if they reasonably expect a
12 deposition, hearing or other proceeding to include Protected Material so that
13 the other parties can ensure that only authorized individuals who have signed
14 the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at
15 those proceedings. The use of a document as an exhibit at a deposition shall
16 not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

18 Transcripts containing Protected Material shall have an obvious legend
19 on the title page that the transcript contains Protected Material, and the title
20 page shall be followed by a list of all pages (including line numbers as
21 appropriate) that have been designated as Protected Material and the level of
22 protection being asserted by the Designating Party. The Designating Party
23 shall inform the court reporter of these requirements. Any transcript that is
24 prepared before the expiration of a 21-day period for designation shall be
25 treated during that period as if it had been designated “HIGHLY
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
27 otherwise agreed. After the expiration of that period, the transcript shall be
28 treated only as actually designated.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s) and specify the level of protection being asserted.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Challenges. All challenges to confidentiality designations shall proceed under Local Rule 37-1 through Local Rule 37-4. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Challenges that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. All parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a

1 Receiving Party must comply with the provisions of section 15, below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this action, as
11 well as employees of said Outside Counsel of Record to whom it is reasonably
12 necessary to disclose the information for this litigation;

13 (b) the officers, directors, and employees (including House Counsel) of
14 the Receiving Party to whom disclosure is reasonably necessary for this litigation;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this litigation and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Ex. A);

18 (d) the Court and its personnel, who are **not** required to sign the
19 “Acknowledgment and Agreement to Be Bound” (Ex. A);

20 (e) court reporters and their staff, professional jury or trial consultants,
21 and Professional Vendors to whom disclosure is reasonably necessary for this
22 litigation;

23 (f) during their depositions, witnesses in the action to whom disclosure
24 is reasonably necessary and who have signed the “Acknowledgment and Agreement
25 to Be Bound” (Ex. A), **unless otherwise agreed by the Designating Party or**
26 **ordered by the Court.** Pages of transcribed deposition testimony or exhibits to
27 depositions that reveal Protected Material must be separately bound by the court
28 reporter and may not be disclosed to anyone except as permitted under this Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Ex. A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed;

(d) the Court and its personnel, who are **not** required to sign the “Acknowledgment and Agreement to Be Bound” (Ex. A);

(e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation; and

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.4 Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

(a) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c) first must make a written request to the Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

1 information that the Receiving Party seeks permission to disclose to the Expert, (2)
2 sets forth the full name of the Expert and the city and state of his or her primary
3 residence, (3) attaches a copy of the Expert's current resume, (4) identifies the
4 Expert's current employer(s), (5) identifies each person or entity from whom the
5 Expert has received compensation or funding for work in his or her areas of
6 expertise or to whom the expert has provided professional services, including in
7 connection with a litigation, at any time during the preceding five years, and (6)
8 identifies (by name and number of the case, filing date, and location of court) any
9 litigation in connection with which the Expert has offered expert testimony,
10 including through a declaration, report, or testimony at a deposition or trial, during
11 the preceding five years.

12 (b) A Party that makes a request and provides the information specified
13 in the preceding respective paragraphs may disclose the subject Protected Material
14 to the identified Expert unless, within 14 days of delivering the request, the Party
15 receives a written objection from the Designating Party. Any such objection must
16 set forth in detail the grounds on which it is based.

17 (c) All challenges to objections from the Designating Party shall
18 proceed under Local Rule 37-1 through Local Rule 37-4. In any such proceeding,
19 the Party opposing disclosure to the Expert shall bear the burden of proving that the
20 risk of harm that the disclosure would entail outweighs the Receiving Party's need
21 to disclose the Protected Material to its Expert.

22 **8. PROSECUTION BAR**

23 Absent written consent from the Producing Party, any individual who receives
24 access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
25 information shall not be involved in the prosecution of patents or patent applications
26 relating to overhead storage devices before any foreign or domestic agency,
27 including the United States Patent and Trademark Office ("the Patent Office"). For
28 purposes of this paragraph, "prosecution" includes directly or indirectly drafting,

1 amending, advising, or otherwise affecting the scope or maintenance of patent
 2 claims. To avoid any doubt, “prosecution” as used in this paragraph does not
 3 include representing a party challenging a patent before a domestic or foreign
 4 agency (including, but not limited to, a reissue protest, ex parte reexamination or
 5 inter partes reexamination). This Prosecution Bar shall begin when access to
 6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information is first
 7 received by the affected individual and shall end two (2) years after final
 8 termination of this action.

9 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
 10 **PRODUCED IN OTHER LITIGATION**

11 If a Party is served with a subpoena or a court order issued in other litigation
 12 that compels disclosure of any information or items designated in this action as
 13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 14 ONLY” that Party must:

15 (a) promptly notify the Designating Party in writing. Such notification
 16 shall include a copy of the subpoena or court order;

17 (b) promptly notify, in writing, the party who caused the subpoena or
 18 order to issue in the other litigation that some or all of the material covered by the
 19 subpoena or order is subject to this Protective Order. Such notification shall include
 20 a copy of this Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be
 22 pursued by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with
 24 the subpoena or court order shall not produce any information designated in this
 25 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
 26 EYES ONLY” before a determination by the court from which the subpoena or
 27 order issued, unless the Party has obtained the Designating Party’s permission. The
 28 Designating Party shall bear the burden and expense of seeking protection in that

1 court of its Protected Material – and nothing in these provisions should be construed
2 as authorizing or encouraging a Receiving Party in this action to disobey a lawful
3 directive from another court. **Nothing in this Order shall be construed as**
4 **authorizing a Party to disobey a lawful subpoena issued in another action.**

5 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
6 **PRODUCED IN THIS LITIGATION**

7 (a) The terms of this Order are applicable to information produced
8 by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by
10 Non-Parties in connection with this litigation is protected by the remedies and relief
11 provided by this Order. Nothing in these provisions should be construed as
12 prohibiting a Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request,
14 to produce a Non-Party’s confidential information in its possession, and the Party is
15 subject to an agreement with the Non-Party not to produce the Non-Party’s
16 confidential information, then the Party shall:

- 17 1. promptly notify in writing the Requesting Party and the Non-
18 Party that some or all of the information requested is subject to a confidentiality
19 agreement with a Non-Party;
- 20 2. promptly provide the Non-Party with a copy of the Order in this
21 litigation, the relevant discovery request(s), and a reasonably specific description of
22 the information requested; and
- 23 3. make the information requested available for inspection by the
24 Non-Party.

25 (c) If the Non-Party fails to object or seek a protective order from
26 this Court within 14 days of receiving the notice and accompanying information, the
27 Receiving Party may produce the Non-Party’s confidential information responsive
28 to the discovery request. If the Non-Party timely seeks a protective order, the

1 Receiving Party shall not produce any information in its possession or control that is
2 subject to the confidentiality agreement with the Non-Party before a determination
3 by the Court. Absent a court order to the contrary, the Non-Party shall bear the
4 burden and expense of seeking protection in this court of its Protected Material.

5 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
7 Protected Material to any person or in any circumstance not authorized under this
8 Order, the Receiving Party must immediately (a) notify in writing the Designating
9 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
10 unauthorized copies of the Protected Material, (c) inform the person or persons to
11 whom unauthorized disclosures were made of all the terms of this Order, and (d)
12 request such person or persons to execute the “Acknowledgment and Agreement to
13 Be Bound” that is attached hereto as Exhibit A.

14 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
15 **PROTECTED MATERIAL**

16 When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other protection,
18 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
20 procedure may be established in an e-discovery order that provides for production
21 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e),
22 insofar as the parties reach an agreement on the effect of disclosure of a
23 communication or information covered by the attorney-client privilege or work
24 product protection, the parties may incorporate their agreement in the stipulated
25 protective order submitted to the court.

26 **13. MISCELLANEOUS**

27 13.1 Modification. No modification of this Order by the Parties shall be
28 valid or have the force or effect of a Court order unless the Court approves the

1 modification.

2 13.2 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 13.3 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 13.4 Successors: This order shall be binding upon the Parties hereto, their
10 attorneys, and their successors, executors, personal representatives, administrators,
11 heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents,
12 retained consultants and experts, and any persons or organizations over which they
13 have direct control.

14 13.5 Jurisdiction: This Court retains and shall have continuing jurisdiction
15 over the parties and recipients of the Protected Material for enforcement of the
16 provisions of this Order following termination of this litigation.

17 **14. USE OF PROTECTED MATERIALS IN FILINGS AND AT TRIAL**

18 14.1 Filing Protected Material Under Seal. This Order does not entitle a
19 Party to file information under seal. Under seal filings must comply with Local
20 Rule 79-5.1, which provides, *inter alia*:

21 Except when authorized by statute or federal rule, or the Judicial
22 Conference of the United States, no case or document shall be filed
23 under seal or in camera without prior approval by the Court. Where
24 approval is required, a written application and a proposed order shall be
25 presented to the judge along with the document submitted for filing
under seal or in camera. The proposed order shall address the sealing of
the application and order itself, if appropriate.

26 The Party must also publicly file a redacted version of any motion and supporting
27 papers sought to be filed under seal.

28 The Parties acknowledge that neither the fact that counsel have stipulated to

1 an under seal filing, nor the fact that a proposed filing contains information
2 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY” under this Order, is sufficient, in itself, for the Court
4 to find that good cause exists to file the papers or the portion containing the
5 designated information under seal.

6 If a Receiving Party’s request to file designated materials under seal pursuant
7 to Local Rule 79-5.1 is denied by the Court, then the Receiving Party may file the
8 material in the public record unless (i) the Designating Party seeks reconsideration
9 within four days of the denial, or (ii) as otherwise instructed by the Court.

10 14.2 Referencing or Relying Upon Protected Material. All court orders will
11 be presumptively available to the public. Therefore, if a Party files evidence under
12 seal, all papers that refer to or rely upon such evidence shall designate the particular
13 aspects that are confidential. This will enable the Court, in drafting orders, to
14 determine whether there is evidence which the Court should attempt not to disclose.
15 Absent such advance notification, the Court will be free to incorporate all such
16 evidence in its written and oral rulings.

17 14.3 Use of Protected Material at Trial. In the event that the case proceeds
18 to trial, all of the information that was designated as Protected Material and/or kept
19 and maintained pursuant to the terms of this Protective Order shall become public
20 and will be presumptively available to all members of the public, including the
21 press, unless sufficient cause is shown in advance of trial to proceed otherwise. This
22 Order shall have no impact on the use of materials at trial.

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1 **15. FINAL DISPOSITION**

2 Within 90 days after the final disposition of this action, as defined in
 3 Paragraph 4, above, each Receiving Party must return all Protected Material to the
 4 Producing Party or destroy such material. As used in this subdivision, "all Protected
 5 Material" includes all copies, abstracts, compilations, summaries, and any other
 6 format reproducing or capturing any of the Protected Material. Whether the
 7 Protected Material is returned or destroyed, the Receiving Party must submit a
 8 written certification to the Producing Party (and, if not the same person or entity, to
 9 the Designating Party) by the 90-day deadline that (1) identifies (by category, where
 10 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
 11 that the Receiving Party has not retained any copies, abstracts, compilations,
 12 summaries or any other format reproducing or capturing any of the Protected
 13 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
 14 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
 15 memoranda, correspondence (including email), deposition and trial exhibits, expert
 16 reports, attorney work product, and consultant and expert work product, even if such
 17 materials contain Protected Material. Any such archival copies that contain or
 18 constitute Protected Material remain subject to this Order as set forth in Section 4
 19 (DURATION).

20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

21 August 6, 2014

August 6, 2014

22 LAW OFFICE OF
 23 ALEX PAPAETHIMIOU

HOLLAND & KNIGHT LLP

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MANUFACTURING COMPANY, INC.*

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9 PURSUANT TO STIPULATION, AND FOR GOOD CAUSE, IT IS SO
10 ORDERED.

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12 DATED: _August 6, 2014_

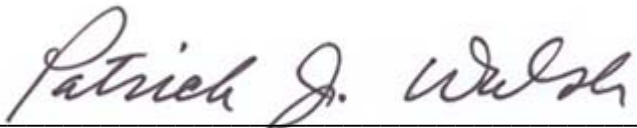
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15 HONORABLE PATRICK J. WALSH
16 United States Magistrate Judge
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order (the
 “Order”) that was issued by the United States District Court for the Central District
 of California on [date] in the case of *Eagle Industrial Group, Inc. v. Knappe & Vogt
 Manufacturing Company*, SACV14-00261 DOC (PJWx). I agree to comply with
 and to be bound by all the terms of this Order and I understand and acknowledge
 that failure to so comply could expose me to sanctions and punishment in the nature
 of contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Order to any person or entity except in
 strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone
 number] as my California agent for service of process in connection with this action
 or any proceedings related to enforcement of this Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
 [printed name]

Signature: _____
 [signature]